

A. G. Contract No. KR95 0166TRN
ADOT ECS File: JPA 95-09
Project No.: STP-PEO-0(1)P
TRACS No.: SL368 01C
Section: Various Locations

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PEORIA

THIS AGREEMENT is entered into 10 December, 1997,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-
954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF PEORIA, acting by and through its MAYOR and CITY COUNCIL
(the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has authorized
the undersigned to execute this agreement on behalf of the City.

3. Congress has authorized appropriations for, but not
limited to, the construction of streets and primary, feeder and
farm-to-market roads; the replacement of bridges; the elimination
of roadside obstacles; and the application of pavement markings.

4. Such project within the boundary of the City has been
selected by the City; the field survey of the project has been
completed; and the plans, estimates and specifications have been
prepared and, as required, submitted to the Federal Highway
Administration (FHWA) for its approval.

NO. 22091
Filed with the Secretary of State
Date Filed: 12/10/97

Betsy Bayless
Secretary of State

By: Wicky Greenwood

L CON 14497

5. The only interest of the State in the project is in the acquisition of federal funds for the use and benefit of the City by reason of federal law and regulations under which funds for the project are authorized to be expended.

6. The City, in order to obtain federal funds for the construction of the project, is willing to provide funds to match federal funds in the ratio required or as finally fixed and determined by FHWA.

7. The work embraced in this agreement will be administered by City forces. The work and the estimated cost are as follows: Install bicycle lane striping and signing.

Estimated Project Cost	\$ 137,000.00
Federal Funds @ 80%	\$ 90,000.00
City Funds @ 20%	\$ 53,850.00

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State shall submit a program containing the aforementioned project to FHWA with the recommendation that it be approved for construction.

a. If such project is approved for construction by FHWA and the funds are available for construction of the project, the State with the aid and consent of FHWA and the City will proceed to advertise for, receive and open bids, and subject to the concurrence of FHWA, award the contract, enter into a contract with a firm to whom the award is made for the construction of the project, such project to be performed, completed, accepted and paid for in accordance with the requirements of the Standard Specifications for Road and Bridge Construction of the Highways Division, Arizona Department of Transportation. The State will enter into a Project Agreement with FHWA covering the work embraced in said construction contract and will request the maximum federal funds available.

b. Should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent or scope of the work called for in this agreement, the State shall not be obligated to incur any expenditure in excess of the amount of the City's deposit unless and until so authorized in writing by the City.

L CON 14497 - 1

2. Prior to the solicitation of bids, the City shall set aside sufficient funds in an amount necessary to match federal funds in the ratio required.

Upon completion of the construction contract, the State shall return to the City any part of the funds deposited by Local Agency remaining after City's pro rata share of the cost, as finally fixed and determined by FHWA, has been paid.

3. The City shall acquire, without cost to the State, the necessary right-of-way and hereby certifies that all necessary rights-of-way have been acquired.

4. The City shall remove from the proposed right-of-way all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the roadway, and hereby certifies that all obstructions and encroachments have been removed therefrom, prior to the start of construction.

5. The City shall not permit or allow any encroachments, except those authorized by permit, upon, or private use of, the right of way. In the event of any unauthorized encroachment or improper use, the City shall take all necessary steps to remove or prevent any such encroachment or use; failing in which the State shall have the right to proceed with the removal or prevention thereof, the cost of such removal or prevention to be borne by the City.

6. Upon completion of construction, the City shall provide for, at its own cost and as an annual item in its budget, proper maintenance, including, but not limited to, traffic signals, signs, islands, curbs and markings necessary for the purpose of regulating, warning and guiding traffic.

7. The City shall mark and sign school crossings and railway-highway grade crossings in accordance with the requirements of the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways.

8. By such regulation as it may by ordinance provide, the City shall regulate parking and not permit vehicles to be left on the street in any manner other than at and parallel with the curb and to restrict parking so as to prevent conflicts with moving traffic at intersections and at such other locations as necessary.

9. The City will provide personnel to supervise construction. The FHWA will participate in the cost of construction supervision provided by the City at the pro rata established in the Project Agreement for up to 15 percent of the cost of construction. Construction supervision costs not participated in by FHWA shall be borne by the City. All construction project change orders are to be approved by the State.

L CON 14497

10. The City will complete the project in accordance with approved plans and specifications and the requirements of the applicable state and federal statutes, rules, or regulations. In the event the City fails to comply with the plans, specifications or any relevant State or federal statutes, rules, or regulations, the City will hold the State harmless from any claims or costs incurred by the State as a result of the City's failure to comply.

11. State employees may perform any inspections of the project or audit any books or records of the City in order for the State to satisfy itself that the monies on the project have been spent and the project completed in accordance with the plans and specifications, statutes, rules, and regulations of the State and federal government.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. The City assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the City and that the City hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the City, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation and attorneys' fees.

2. The cost of the construction and construction engineering work covered by this Agreement is to be borne by FHWA and the City, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this agreement. Therefore, the City agrees to furnish and provide State with City funds in an amount equal to the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. This agreement shall remain in force and effect until completion of the work herein embraced; provided, however, that any provisions in this agreement for maintenance shall be perpetual.

L CON 14497

4. This agreement shall become effective upon filing with the Secretary of State.

5. This agreement shall be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this agreement.

7. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

8. All notices or demands upon any party to this agreement relating to the agreement (but not the project) shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation
Joint Project Administration
205 S. 17th Avenue - 616E
Phoenix, AZ 85007

City of Peoria
City Manager
8401 W. Monroe Street
Peoria, AZ 85345

9. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF PEORIA

STATE OF ARIZONA

Department of Transportation

By Terrence L. Ellis

TERRENCE L. ELLIS
City Manager

By Peter L. Eno

PETER L. ENO
Contracts Administrator

ATTEST:

By Janice L. Graziano
JANICE GRAZIANO
City Clerk

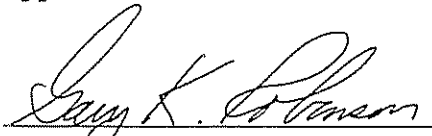
PEORIA, AZ OFFICIAL FILE: _____
CC: 96-7C EFF. DATE: 11/18/97
CONTRACT: L CON 14497

IPA 95-09

RESOLUTION

BE IT RESOLVED on this 19th day of January 1995, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Peoria for the purpose of defining responsibilities for the construction of bicycle path striping and signing improvements at various locations within the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.


for: LARRY S. BONINE
Director

L CON 14497

RESOLUTION NO. 97-124

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE CITY OF PEORIA PROVIDING FOR THE USE OF FEDERAL ENHANCEMENT FUNDS FOR THE SIGNING AND STRIPING OF THE CLASS 2 BICYCLE ROUTE PLAN AND DECLARING AN EMERGENCY.

WHEREAS, the State of Arizona receives federal funds for streets and roadways; and

WHEREAS, the City is authorized by its Charter to enter into an Intergovernmental Agreement with other governmental entities for joint projects; and

WHEREAS, the State is prepared to provide federal funding for the signing and striping of the Class 2 Bicycle Route Plan.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Peoria as follows:

SECTION 1.

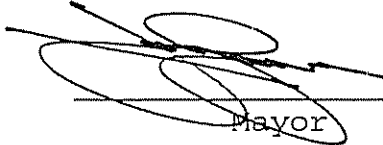
That the City Manager is authorized to enter into an Intergovernmental Agreement for funding for the signing and striping of the Class 2 Bicycle Route Plan.

WHEREAS, the immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace,

health and safety of the City of Peoria, an EMERGENCY is hereby declared to exist and this Resolution shall be in full force and effect from and after its passage, adoption and approval by the Mayor and Council of the City of Peoria, and it is hereby exempt from the referendum provision of the Constitution and laws of the State of Arizona.

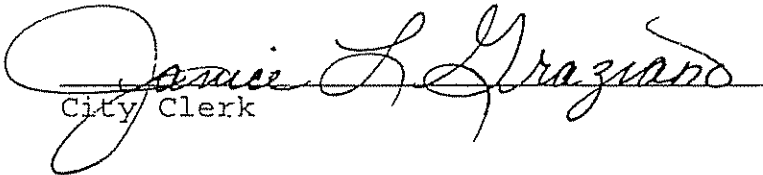
PASSED AND ADOPTED by the Peoria City/Town of Peoria,
Arizona this 18th day of November, 1997.

Date 11/19/97



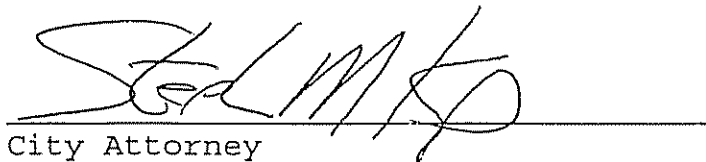
Mayor

ATTEST:



City Clerk

APPROVED AS TO FORM:

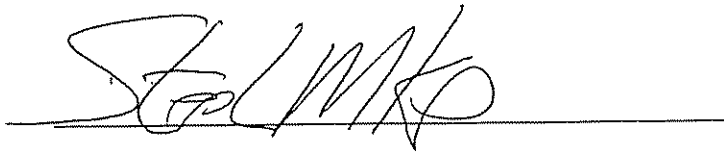


City Attorney

APPROVAL OF THE PEORIA CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF PEORIA and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 19th day of November, 1997.

A handwritten signature in dark ink, appearing to be "S. L. M. K.", is written over a horizontal line.

City Attorney

L CON 14497



GRANT WOODS
ATTORNEY GENERAL

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
1275 WEST WASHINGTON, PHOENIX 85007-2926

TRN Main: (602) 542-1680
Direct: (602) 542-8837
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MAIN PHONE : 542-5025
TELECOPIER : 542-4085

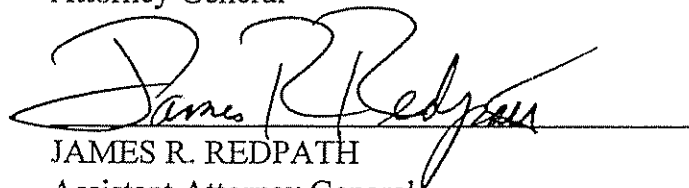
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR95-0166TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE December 3, 1997.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/9243

Enc.